



## INTELLECTUAL PROPERTY POLICY

Area:	Office of the Provost	Number:	RD-001
Applies to:	Faculty, Staff and Students	Issued:	2013
Sources:		Revised:	September 21, 2020
		Reviewed:	June 5, 2017
Policy Owner:	Provost and Vice-President for Academic Affairs	Page(s):	13

### **I. PURPOSE**

Georgia Southern University (hereinafter referred to as the University) is dedicated to the synthesis among teaching, scholarship, and the production and dissemination of public knowledge. Inherent in this commitment is an encouragement to produce scholarship, creative works, and the development of new and useful materials, devices, processes, and other inventions, which may have potential for commercialization. Such activities contribute to growing the professional expertise of faculty and staff, enhancing the reputation of the University, fostering expanded educational opportunities, and promoting the general welfare of the public at large.

Scholarship, creative works, and inventions that have commercial potential may be protected under the laws of the United States and other countries that have established rights to Intellectual Property. The definition of Intellectual Property includes patents, copyrights, trade secrets, trademarks, plant variety protection, and other rights (defined in Section II of this document). Intellectual Property is often created through the activities of the University's faculty and other employees who have been aided wholly or in part through the use of University facilities and/or equipment. It therefore becomes necessary to secure the protection of such Intellectual Property to encourage business and industry to commit their resources to expedite its development and distribution for the public good. The rights and privileges, as well as the incentives, of the authors, creators, or inventors (hereinafter referred to as the "Originators") must be preserved and protected so that the use of their creations and the creations of others at the University may be further encouraged.

The Board of Regents of the University System of Georgia has established an Intellectual Property Policy which stipulates that: "Each institution of the System is required to develop policies and procedures for the administration of this Intellectual Property Policy." Therefore, in order to establish the respective rights and obligations of the University, its faculty, students, and other employees in Intellectual Property of all kinds now and hereafter existing and of all countries, regions, or other political entities, the University hereby establishes this Intellectual Property Policy.

This policy addresses both individual and university intellectual property rights and applies to all Originators of intellectual property at the University, including but not limited to, faculty and staff. The policy also extends to persons receiving compensation or funding from the University, or funds administered by the University, and volunteers or other persons performing research on campus using university resources, such as visiting scholars. This policy does not apply to

intellectual property that was created by University employees outside of their paid time within the employment period and without use of any University resources.

The University encourages and in some instances requires the publication of scholarly works as an integral part of teaching, research, and service. The “work-for-hire” doctrine of the Copyright Act provides that the University owns the copyrights of works produced by its employees within the scope of their employment. The University also recognizes, however, the importance of faculty retaining control over their scholarly works, their contractual relationships with academic publishers, and their need to evince progressive scholarship and disciplinary expertise in faculty promotion and tenure requirements. This policy attempts to provide guidelines and procedures for determining the rights and obligations of the University, Originators, and project sponsors with respect to works created at the University.

## **II. DEFINITIONS**

*Computer Program* shall mean a set of code, instructions, statements, or related data that, in actual or modified form, is capable of causing a computer or computer system to perform specified functions.

*Copyrightable Materials* shall include the following: (1) books, journal articles, texts, glossaries, bibliographies, laboratory manuals, Course Materials, and proposals; (2) lectures, musical or dramatic compositions, unpublished scripts; (3) films, filmstrips, charts, transparencies, and other visual aids; (4) video and audio tapes or cassettes; (5) live video and audio broadcasts; (6) programmed instructional materials; (7) mask works; (8) research notes, research data reports, and research notebooks; (9) pictorial, graphic, and sculptural works; and (10) other materials or works other than software which qualify for protection under the copyright laws of the United States (see 17 U.S.C. § 102, *et seq.*) or other protective statutes whether or not registered thereunder.

*Course Material* shall include course syllabi, tests, course assignments, lectures, lecture notes, and other materials prepared by the instructor of a course at Georgia Southern University for the purpose of course instruction or evaluation.

*Courseware* shall mean the set of tools and technologies used to present the content of the course on which the course materials may be contained.

*GSURSF* means the Georgia Southern University Research and Service Foundation.

*Individual effort* shall mean any effort to produce intellectual property that does not involve significant use of university resources, is not evaluated as part of the contractual expectations for research and scholarship, or that does not come about from a specific university assignment as those terms are defined herein. The use of the following university resources are generally not considered significant: all resources available to the public without charge; library resources, including electronic resources; nominal use of clerical staff; and Internet access.

*Intellectual Property* shall be deemed to refer to copyrighted materials, patentable materials, software, trademarks, and trade secrets, whether or not formal protection is sought.

*Inventions* are those novel useful methods or processes, machines, articles of manufacture, compositions of matter, or improvements thereof that have been conceived and reduced to practice.

*Inventions that cannot be patented* are those novel useful processes, machines, manufacture, compositions of matter or improvements thereof which cannot be patented or for which a decision has been made not to patent which still holds licensing or other commercial potential.

*Mask Work* means a series of related images, however fixed or encoded: (i) having or representing the predetermined, three dimensional pattern of metallic, insulating, or semiconductor material present or removed from layers of a semiconductor chip product; and (ii) in which series the relation of the images to one another is that each image has the pattern of the surface of one form of the semiconductor chip product (See 17 U.S.C. § 901, *et seq.*).

*Net Income* is defined as gross receipts received by the University from license activity minus contract amounts due sponsors, if any, and the out-of-pocket costs incurred by the University in protecting and licensing the Intellectual Property. Out-of-pocket costs include but are not limited to costs associated with patent prosecution and time and effort expenses such as release time.

*Novel Plant Variety* means a novel variety of a sexually reproduced plant (See 7 U.S.C. § 2321, *et seq.*).

*Originator* means someone who creates intellectual property or who significantly participates in the creation of intellectual property.

*Patentable Materials* shall be deemed to refer to items other than software which reasonably appear to qualify for protection under the patent laws of the United States (see 35 U.S.C. § 101 *et seq.*) or other protective statutes, including Novel Plant Varieties and Patentable Plants, whether or not patentable thereunder.

*Patentable Plant* means an asexually reproduced distinct and new variety of plant (See 35 U.S.C. § 161).

*Scholarly work* means books, articles and other publications, artistic creations, literary manuscripts, visual and auditory creations, and musical works, irrespective of their medium of storage or presentation produced without significant use of university resources. The former items are meant to include software, computer programs, and databases but only if they are accessory to or part of a scholarly text. These items generally conform to the academic standards used to evaluate faculty performance within their disciplines. Textbooks and related software developed as a specific university assignment are not considered scholarly work for the purpose of this definition.

*Significant Financial Interest* means anything of monetary value, including, but not limited to, salary or other payments for services (e.g., consulting fees or honoraria); equity interests (e.g., stocks, stock options, or other ownership interests); and intellectual property rights (e.g., patents, copyrights, and royalties from such rights). This definition applies equally to the Originator, his or her spouse, or his or her dependent children.

*Significant use of university resources* is the use of university resources that is over and above the normal usage of library resources, in-office computer equipment, or other support services. Significant use of university resources shall include, but not be limited to, resources provided by university-funded and/or University Foundation-funded grants, and stipends; university-owned/leased office, lab, or studio space or equipment; computer equipment; university employees (other than faculty) within the employment period; long distance telecommunication

services and other cost-added supplies and services; and university facilities other than offices, labs, studios, or library. Originators should seek a determination as to whether this definition applies as early as possible, but prior to the completion of Intellectual Property, in instances where use might exceed daily norms. Academic Deans will make such determination. Appeals may be made to the Provost (or designee).

*Software* includes one or more computer programs existing in any form, or any associated operational procedures, manuals or other documentation, whether or not protectable or protected by patent or copyright.

*Specific university assignment* means intellectual property specifically ordered or commissioned pursuant to a written, signed agreement between the University and originator.

*Trademarks* shall include all trademarks, service marks, trade names, seals, symbols, designs, slogans, or logotypes developed by or associated with the University System or any of its institutions (See 17 U.S.C. § 1127).

*Trade Secrets* means information including, but not limited to, technical or nontechnical data, a formula, a pattern, a compilation, a program, a device, a method, a technique, a drawing, a process, financial data, financial plans, product plans, or a list of actual or potential customers or suppliers which: (1) derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable through proper means by, other persons who can obtain economic value from its disclosure or use; and (2) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy (See O.C.G.A. § 10-1-761).

### **III. DISCLOSURE**

Individuals covered by this policy must disclose to the Provost (or designee), hereinafter referred to as the Provost all intellectual property as directed in Sections IV and V herein. Disclosure of an invention shall be made as soon as practicable. Disclosure of a copyrightable work shall be made at such time as the work is complete and prior to such time as the work is to be published or otherwise distributed or registered for copyright protection. Disclosure is initiated by the submission of an Intellectual Property Disclosure Form to the Provost. Department chairs and supervisors are responsible for ensuring compliance with this policy and disclosure of those items of intellectual property which should be disclosed. The originator must also disclose a brief summary of the intellectual property to the creator's dean and department chair (or director, if applicable). Individuals covered by this policy shall treat all inventions in a manner that is consistent with the laws regarding trade secrets in that all persons involved in the process must keep the disclosure confidential. The originator shall execute such declarations, assignments, or other documents as may be necessary in the course of evaluating and protecting the ownership rights of intellectual property to ensure that title in such intellectual property shall be held by the University, or by such other parties as may be appropriate under the circumstances.

### **IV. RIGHTS AND EQUITIES IN COPYRIGHTABLE MATERIALS**

Ownership of copyrightable materials will be determined in accordance with the categories of creation outlined below. The Copyright Act provides that materials produced by an employee in the course of employment is subject to the work-for-hire doctrine and belongs to the employer. For most faculty members, the University will cede copyright ownership rights back to the originator as provided in this policy. Where the University retains the copyright as set forth in

this policy, the originator shall retain a non-exclusive, perpetual, royalty-free right to use the underlying intellectual content in other teaching and scholarly activities.

#### **A. Copyrightable Works to Which the University Makes No Claim or By and Large Releases Back to the Originator.**

1. Scholarly Work. The University makes no claim to scholarly work produced by faculty or staff as part of their ordinary professional expectations. Such works are assigned back to its originator, unless the work was developed with significant university assistance as set forth in subsection B. Scholarly includes works in which a faculty or staff member coauthors copyrightable work with students. It is expected that faculty and staff acknowledge their affiliation with the university in the publication and dissemination of all scholarly work. Faculty and staff are also strongly encouraged to deposit copies of scholarly works in the Digital Commons for archiving and scholarly purposes at the University. Copyrightable works in this category do not need to be disclosed to the University.

2. Course Materials and Courseware. Course materials created by faculty for use in University courses are hereby assigned back to the faculty member, provided however that the University shall retain a limited, nonexclusive, royalty-free license to use and retain such course materials for accreditation purposes and for continuity of the educational purposes. Copyrightable works in this category do not need to be disclosed to the University. The University retains a right to review all claims to online course materials.

However, course materials developed with significant use of University resources, involving the significant input from other University personnel, or for which faculty was specifically compensated by the University to develop are considered owned by the University.

3. Students Satisfying Course Requirements. The University makes no claim of legal ownership if any copyrightable work created by any student pursuant to a class or course of instruction at the University, unless a student makes more than incidental use of University resources or facilities. Instructors are advised that permission from students is necessary before using any copyrightable material produced by a student for other purposes or such use must fall under the Fair Use exception of the Copyright Act. Copyrightable works in this category do not need to be disclosed to the University.

In some courses, students may have access to some material that is proprietary to a private company or entity. A condition of the use of the proprietary material may be that the student must assign any rights in copyrightable material back to the company or entity that provided it. In this event, the instructor of the course must make students aware of this requirement and must provide an alternate comparable assignment for students who do not want to assign any copyrightable material produced by them.

Graduate students who are required to submit a thesis or dissertation as a requirement of graduation shall confer to the University a limited, royalty-free, nonexclusive license to allow the University to publish the thesis or dissertation in the Digital Commons. The University is willing to negotiate this license for students who wish to pursue publication or patent protection.

4. **Individual Effort.** To the extent the University has any rights in copyrightable works resulting from individual effort, those rights are released by the University. Should the originator intend to commercialize or publicly distribute the work, the originator must notify the Provost or the Provost's designee of the intent to commercialize or publicly distribute the work to allow the University to make an objection to the claim of individual effort if the University disagrees.

#### **B. Copyrightable Material Resulting from Sponsored Research**

Ownership rights to copyrightable material developed as a result of a grant, contract or other sponsored agreement with the University or GSURSF are normally determined by the terms of such grant or contract. All rights not transferred to the research sponsor shall reside with the University or GSURSF. Ownership rights Publications and other copyrightable materials resulting from sponsor support must be disclosed to the Provost or the Provost's designee if the originator reasonably believes based on his or her education and experience to have commercial value. Proceeds from the commercialization of copyrightable will be shared in accordance with Section IX of this policy as an incentive to encourage further development of intellectual property. The originator may ask the University to release or assign its rights to the originator. The request will be evaluated by the Intellectual Property Committee.

#### **C. Copyrightable Material Resulting from Significant University Assistance.**

Ownership rights to copyrightable material, including scholarly work, developed by individuals with significant use of university resources shall reside with the University. To the extent the University retains control of copyrightable materials under this section, the University will work with the creator(s) to allow the creator(s) to maintain necessary intellectual control of the material. Originator(s) shall disclose to the Provost or the Provost's designee any copyrightable material developed with significant University assistance that they reasonably believe based on their education and experience to have commercial value. Proceeds from the commercialization of copyrightable material made with significant University assistance will be shared in accordance with Section X of this policy as an incentive to encourage further development of copyrightable material with commercial potential. The originator may ask the University to release or assign its rights to the originator. The request will be evaluated by the Intellectual Property Committee.

#### **D. Copyrightable Material Resulting from Specific University Assignment**

Ownership rights to copyrightable material, including scholarly work, developed as a result of a specific university assignment shall reside with the University. Creators shall disclose to the Provost or the Provost's designee any copyrightable material developed from a specific University assignment that they reasonably believe based on their education and experience to have commercial value. Proceeds from the commercialization of intellectual property will be shared in accordance with Section IX of this policy as an incentive to encourage further development of copyrightable material with commercial potential. The originator may ask the University to release or assign its rights to the originator. The request will be evaluated by the Intellectual Property Committee.

### **V. PATENTABLE INVENTIONS AND INVENTIONS THAT CANNOT BE PATENTED**

Rights to all patentable inventions, inventions that cannot be patented, and discoveries (collectively, "inventions"), whether in development or to be developed in the future by faculty, staff, or students made as a result of their employment or study at the University shall be held by University through the GSURSF. Accordingly, all faculty and staff subject to this section hereby irrevocably assign to the GSURSF all right, title, and interest to inventions and

applications for legal protections of inventions to the University created under their employment with the University.

The University will make no claims to inventions created by students unless there is a written agreement with the student in which the student assigns his or her rights and interests in the subject inventions to the University or to a research sponsor. Such agreements may be used if the student conducts research sponsored by a contract administered by the Research and Service Office, receives an internal stipend or research grant for research, conducts with significant use of University resources, is working as an employee of the University, or is engaged with an internship with an external company. Students will generally not be required to sign an agreement transferring rights in inventions in an academic course unless the course makes significant use of University resources.

All inventions created by University faculty staff, and students subject to agreements described above must be disclosed to the University as early as possible.

Proceeds from the commercialization of any inventions subject to this policy shall be shared in accordance with Section IX of this policy. The division of the proceeds shall be determined by whether the invention resulted from individual effort, significant use of University resources, a specific University assignment, or a sponsor-supported effort.

This policy applies to inventions made by former employees, employees on sabbatical, and employees visiting from another institution if the inventions were made with significant use of University resources and discovered while the employee was engaged in activity directly arising out of and closely following a period of employment with the University.

## **VI. COMPUTER SOFTWARE**

Computer software may be subject to copyright protection or, patent protection. To the extent that computer software is copyrightable material and its authorship can be attributed to one or a discrete number of identifiable authors, it will be treated in accordance with Section IV. Likewise, to the extent that computer software can be patented or otherwise licensed for commercial development and attributed to one or a discrete number of identifiable creators, Section IV will apply, with the exception of any software developed solely for the purpose of teaching and research. Any computer software that cannot be attributed to one or a discrete number of persons that was developed on the campus of the University, presumably by University employees, shall be the property of the University for copyright, patent, and licensing purposes.

It is common for computer software to be developed from open source software, which is source code for which the rights normally reserved for copyright holders have been granted to others to encourage open development and improvement of code. If, as a result of this policy, the University is the copyright holder of computer software code that primarily originated from open source code, it will give strong consideration to allowing some or all of the code to be contributed to the open source.

## **VII. INTELLECTUAL PROPERTY COMMITTEE**

The Intellectual Property Committee will be appointed by the President and shall advise the Provost, the Vice Provost for Research, and the Board of the GSURSF regarding the University's and the originator's rights and equities in intellectual property in accord with the

policy. The Intellectual Property Committee will consist of no fewer than five and no more than nine members. The President shall appoint one representative from the Provost's Office, one representative from the Office of Business and Finance, one representative from the Office of Legal Affairs, and one representative from the Faculty Senate. The remaining members of the committee shall be appointed by the president from faculty members familiar with the subject matter of the majority of intellectual property disclosures over the previous three years or who have relevant legal or commercialization experiences. The president shall designate one committee member to serve as chair of the committee. The chair may add ad hoc members or engage consultants as necessary.

The Intellectual Property Committee shall be responsible for making decisions on whether to pursue patenting, licensing, or copyright protection for inventions and copyrightable material or whether to assign the intellectual property back to the creator. The Committee shall also render decisions on disputes of ownership of intellectual property and oversee actions for patent and copyright protections and infringements. Employees shall have a duty to report any suspected patent or copyright infringement to the Committee and to cooperate with enforcing and defending patents.

Committee appointments will be for three years. Members of the committee may be appointed to serve consecutive terms. In the event any seat on the committee is vacated prior to the expiration of the normal term, the president shall appoint a successor to fill the remaining term in accordance with the procedures outlined above. The committee shall meet as necessary during the academic year.

## **VIII. ADMINISTRATIVE PROCEDURES**

### **A. Responsibility and Organization**

The Provost and Vice Provost for Research are responsible for the administration of the principles and policies set forth in this document, through the GSURSF and with the advice of the University Intellectual Property Committee and the university attorney.

Once the Provost has received the Intellectual Property Disclosure Form from the originator, the University's interest in patenting and/or licensing the disclosed intellectual property must be determined in a timely fashion. After preliminary evaluation by the Provost, the Provost in consultation with the Vice Provost for Research, chair of the Intellectual Property Committee and the Dean of the creator's college, will initiate one or more of the following actions within 90 business days of receiving the disclosure.

- a. Initiate an external evaluation of the disclosed intellectual property.
- b. File a patent application or copyright registration.
- c. Submit the disclosed intellectual property to the Intellectual Property Committee for its evaluation and recommendation.
- d. If rights in the disclosed intellectual property are subject to the terms of a grant or contract, comply with the terms of the grant or contract.
- e. Assign title to the disclosed intellectual property to the creator.

If the disclosure is referred to the committee for a recommendation, the committee shall review the disclosure and, if appropriate, hear an oral presentation by the originator, supported by such visual material as may be required for clarity. The Committee may consult ad hoc members or consultants, including external agencies, who can best assist in evaluating the intellectual property. The committee shall recommend whether the University should exert an interest in the

intellectual property, based on a determination that the disclosed intellectual property is novel, useful, non-obvious and/or has commercial potential.

Within 60 days of the disclosure being submitted to the committee, the committee will make a recommendation to the Provost as to whether the University should pursue development of the intellectual property. In the case of inventions, the committee may also elect to defer its decision whether or not to pursue patent protection if the committee determines that the invention may have commercial value but is unable to make a final decision because the invention is not fully complete. In such a case, the committee shall make a final decision within sixty (60) days of the completion of the invention to such a stage as it can be completely evaluated. The creator shall have the obligation to keep the committee informed as to the progress of the invention and provide notice when the creator believes that the invention is ready for a final evaluation. If the committee otherwise requires additional time, it shall request such additional time from the Provost, in writing, including a justification for the request. Such additional time must be at the agreement of the involved parties and shall not exceed an additional 30 business days.

The Provost will consider the recommendation of the committee, and either the Provost or the Vice Provost will respond to the originator, in writing, to communicate the University's decision. The Provost's determination will be due to the creator no later than 35 business days from the provost's receipt of the Intellectual Property Committee's report. The Provost will complete consideration of the Intellectual Property and inform the creator within 180 business days of submission regardless of the action(s) chosen. If no decision is documented within this 180 business day period, the University shall have decided it has no interest in pursuing the development of the intellectual property, and the procedures of the following paragraph apply.

If the provost decides that the University will not pursue development of the intellectual property, or such agreed upon decisions are not made or responded to in writing during the specified time period, or a mutually agreeable extended time period, the University shall assign its rights to pursue development of the intellectual property back to the creator(s), except that the University will retain royalty-free license rights to the intellectual property.

#### **B. Obligations of Principal Investigators/Project Directors**

Principal Investigators/Project Directors shall be responsible for informing coworkers of their rights and obligations under contracts, grants, and the like before the initiation of research or other sponsored projects.

#### **C. Confidentiality**

Certain contractual obligations and governmental regulations require that information be maintained in confidence. Some works, such as certain computer software, may best be protected and licensed as trade secrets. Additionally, inventions must be maintained in the utmost confidence to prevent the possibility of public disclosures, public use, or offers for sale or risk the loss of patent rights. While inventors have a twelve-month period after a public disclosure to file for patent protection in the United States, patent protection may be lost in other countries. Accordingly, the timing of publications is important, and university personnel shall use their best efforts to keep the following items confidential (to the extent allowed by law): all information or material designated confidential in a contract, grant, or the like; all information or material designated or required to be maintained as confidential under any applicable governmental statutes or regulations; and all information relating to Intellectual Property developed by University personnel which may be protected under this Policy until application has been made for protection.

#### **D. Collaboration**

Collaboration between or among university personnel and persons not employed or associated with the University, including researchers at other universities or private sector companies, can result in the development of intellectual property jointly owned by the University and other persons or their employers. Protection and commercialization of such joint intellectual property can be difficult without extensive cooperation and agreement among the owners. Accordingly, it is strongly recommended that all researchers involved in a collaborated project enter into a written agreement setting forth the roles, responsibilities, and ownership of any intellectual property of the researchers. It is important for University personnel involved in, or contemplating collaborative activities that may result in, the development of intellectual property to advise their immediate supervisors and the GSURSF of such activities. Any proposed written agreement between the university personnel and the collaborating university or private sector company, must be directed to the attention of the GSURSF. The GSURSF should be a signatory of the final written agreement.

In the event of a collaboration between University personnel and persons not employed or associated with the University that could result in an invention or copyrightable works with commercial potential that are not otherwise exempted from disclosure, the collaborator must present a copy of this policy to the technology transfer office or research office of the university or other appropriate office at the private sector company as soon as possible after the University personnel has agreed to collaborate. The GSURSF or the Office of Research shall be responsible for negotiating the sharing of proceeds from any intellectual property that results from such collaborations. Those covered by this policy have a duty to avoid entering into agreements with any other entity or entities that might interfere with the University's ownership rights as set forth herein.

Collaboration can also take place between and among several employees of the University or employees and students. This policy will apply to collaborations in the same manner as it applies to originators pursuing projects individually. As with collaboration with individuals or entities outside the University, originators are strongly encouraged to enter into a written agreement explicitly setting forth the ownership rights in any intellectual property that is created as a result of the collaboration. The University will distribute proceeds from any intellectual property royalties in accordance with any such written agreement. In the absence of a written agreement, the University will distribute proceeds equally unless there is evidence presented to the Provost that one or more collaborators refused to sign a written agreement and those collaborator(s) are actually entitled to less than an equal share of the royalties.

Sometimes collaboration of copyrightable material can take the form of a collective effort, sometimes over time, by a department or program such that authorship cannot be determined or attributed to any one or several individuals. This can include computer software coding, which is discussed in Section VI. In such a case, the work will be considered to be an institutional work and the property of the University. In such a case, the individual's share of any allocation of proceeds shall be attributed to the department from which the work arose.

#### **E. Faculty and Staff Members Who Consult or Become Visiting Professors at Another Institution.**

Per University and Board of Regents policy, outside consulting agreements and agreements for faculty to visit other institutions must be reviewed by University officials prior to the execution of such agreements. These agreements shall also be reviewed for any transfers or assignments of intellectual property rights. A faculty or staff member who consults or visits another university

and is engaged in activity that is likely to result in copyrightable material with commercial value or in an invention must present this policy to the outside entity or university as soon as the agreement to consult or become a visiting professor has been finalized. The GSURSF or the Office of Research shall be responsible for negotiating the sharing of proceeds from any intellectual property that results from such collaborations.

**F. Administration of Disclosures**

The Intellectual Property Committee has the responsibility to evaluate Intellectual Property Disclosures resulting from sponsor-supported, specific university assignment and significant use of university resources to determine whether the university should retain control of those disclosures for purposes of licensing and protection. If the university does elect to retain control, the disclosures shall be administered through the GSURSF.

Disclosures resulting from individual effort shall be retained and administered by the originator. The originator may assign the disclosure to the university be treated and administered as a disclosure resulting from significant use of university resources if both the committee and the Originator agree to do so.

Whenever the University chooses not to administer Intellectual Property or chooses to cease administering Intellectual Property, such Intellectual Property, subject to any obligations to a sponsor, may be released to the Originator to dispose of as the Originator sees fit. The release of such intellectual property must be approved by the Provost and Vice-President for Academic Affairs.

**G. Interpretation, Decision, and Appeal**

Cases where the Originator and the University agree to the classification and proposed mechanism of commercialization of the Intellectual Property will be processed by the University in accordance with this policy. All cases in which questions arise as to equities, rights, division of royalties, or any other Intellectual Property-related matter shall be referred to the Intellectual Property Committee for consideration, interpretation of policy, and decision. Appeal of an Intellectual Property Committee decision shall be to the Provost, then to the President, and, finally, to the Board of Regents. Appeals within the University must be made in writing within sixty (60) days of written notice of a final decision. Appeals to the Board of Regents shall be made in accordance with Article VIII of the Bylaws of the Board, which requires that all appeals be filed within twenty (20) days of the final decision of the President of the University.

**IX. REVENUE-SHARING WITH ORIGINATORS**

When income is derived from the commercialization of Intellectual Property, Net Income will be distributed as follows:

**Net Income Distribution**

	Originator(s)	Originator's College or Research Center	GSURSF
First \$10,000 of Accumulated Net Income	100%		

Over \$10,000 of Accumulated Net Income	30%	20%	50%	
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The Originator's share of Net Income shall be divided (equally) among joint Originators of jointly developed Intellectual Property unless a written statement signed by all joint originators which provides for a different distribution is filed with the University prior to the first distribution of shared net revenue. The percentage for the Originator's research program applies only while the Originator is employed by, and conducting research at, the University. If this is not the case, this share is reallocated to the Targeted Research Foundation Account.

In the event that the Originator is no longer employed with the University, it is their responsibility to ensure that the GSURSF has their correct contact information. If GSURSF is contact an Originator after a period not to exceed one year, then the Originator forfeits their right to the distribution. Upon which time, GSURSF shall assume the Originator's share of any distribution.

In the event the Intellectual Property is licensed to the Originator, or the Originator has a significant financial interest in an external entity which holds license rights,\* the Originator shall waive the right under the University Intellectual Property Policy to receive the Originator's share of royalties identified above (except when the development of the Intellectual Property meets the criteria established for the individual effort category, in which case this clause does not apply).

*\*\* Under both of these circumstances, either the Originator or an entity in which he/she has a significant financial Interest, already is taking a significant share of the royalties "off the top."*

In the event the Originator does not receive the Originator's share, that share shall be distributed to the other parties in the proportions detailed in the table.

In the event the terms of the license of the Intellectual Property provide the University with equity, or an option to acquire equity, in the entity which licenses the Intellectual Property, the share of such equity due to Originators as identified above will be distributed to the originators when such equity is transferable or convertible to cash.

*\*\*For sponsor-supported efforts, university-assigned efforts, and university- assisted efforts, the University Intellectual Property Committee may recommend that a lower percentage of the net revenue be distributed to the Georgia Southern University Research and Service Foundation and the Targeted Research Foundation Account if it seems evident that use of university resources warrants smaller payment provisions.*

## **XI. PREVAILING POLICY AND HEIRS AND ASSIGNS**

### **A. Prevailing Policy**

In the event of conflicts between the Intellectual Property Policy of Georgia Southern University and the Intellectual Property Policy of the Board of Regents of the University System of Georgia, the Intellectual Property Policy of the Board of Regents shall prevail.

**B. Heirs and Assigns**

The provisions of this policy shall fix the interests of and be binding upon the heirs and assigns of (1) all University personnel and (2) all others who agree to be bound by it.